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YANG MING MARINE TRANSPORT CORP.,
YANGMING (UK) LTD., and ALL OCEANS
TRANSPORTATION, INC.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ENERGIZER S.A.,

Plaintiff,

- against -

M/V YM GREEN, her engines, boilers and
tackle *in rem.*; YANG MING MARINE
TRANSPORT CORP.; YANGMING (UK) LTD.;
ALL OCEANS TRANSPORTATION INC.;
KAWASAKI KISEN KAISHA LTD.; CONTERM
HONG KONG LTD.; VANGUARD LOGISTICS
SERVICES HONG KONG LTD.; FIEGE GOTH
CO., LTD.; and SHENZHEN HIGH POWER
TECHNOLOGY CO. LTD.

Defendants.

07 CV 7406 (LTS)

**YML DEFENDANTS' ANSWER
TO CROSS-CLAIMS OF
DEFENDANT FIEGE LTD.**

Defendants YANG MING MARINE TRANSPORT CORP. and YANGMING (UK) LTD. (both hereinafter "YML"), answering the cross-claims of defendant Fiege Ltd. (said to be formerly known as and sued herein as Fiege Goth Co. Ltd.) allege upon information and belief as follows:

ANSWER TO FIRST CROSS-CLAIM

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1.
2. Admits the allegations of paragraph 2.

3. Denies the allegations of paragraph 3.

4. Denies the allegations of paragraph 4.

ANSWER TO SECOND CROSS-CLAIM

1. Denies knowledge of information sufficient to form a belief as of the truth of the allegations of paragraph 1.

2. Admits the allegations of paragraph 2.

3. Denies the allegations of paragraph 3.

4. Denies the allegations of paragraph 4.

5. Denies the allegations of paragraph 5.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

The shipments in question were carried from Hong Kong to Basel, Switzerland via Hamburg, Germany pursuant to defendant K-Line bill of lading contracts and were, therefore, subject to the Hague Visby Rules.

Defendants, YML, claim the benefit of all exceptions, exemptions and limitations contained in the Hague Visby Rules and K-Line bill of lading to the full extent they may be applicable to them.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

The shipments in question were carried pursuant to bills of lading issued by defendant K-Line and, upon information and belief, pursuant to bills of lading issued by underlying defendant Non Vessel Operating Common Carrier (NVOCC) bills of lading.

Defendants, YML, claim the benefit of all exceptions, exemptions and limitations contained in any bills of lading issued by any VOCC or NVOCC defendants pursuant to which this cargo was carried on the basis of the Himalaya Clauses contained in such bills of lading to the full extent such provisions may be applicable to them.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

Any damage that was caused to plaintiff's cargo was the direct result of an act, fault or neglect of plaintiff, its agents, suppliers, contractors, affiliates or subsidiaries and in regard to the manufacture, stowage, shifting, shipment, securing or packaging of the cargo in question.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

Defendants YML are not liable under the Hague or Hague Visby Rules for any loss or damage to plaintiff's cargo as alleged in the complaint since the alleged loss or damage occurred as a result of fire and such fire was not caused by the actual fault or privity of defendants YML.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

The cargoes in question were shipped pursuant to a bill of lading contract issued by defendant K-Line which bill of lading provides that all actions and claims brought pursuant to such bill of lading shall be brought in the courts sitting in Tokyo, Japan.

All claims against defendant, YML, should be dismissed in favor of jurisdiction in Japan.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

The shipments in question moved from Hong Kong to Basel, Switzerland via Hamburg on a foreign flag vessel pursuant to bills of lading issued by a Japanese carrier and therefore the instant action has no connection whatsoever with the Southern District of New York and should be dismissed on the basis of forum non-conveniens.

Dated: New York, New York
April 8, 2008

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Attorneys for Defendants
YANG MING MARINE TRANSPORT
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CERTIFICATE OF SERVICE BY REGULAR U.S. MAIL AND BY ECF

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action.
2. On April 8, 2008, I served a complete copy of YML Defendants' Answer to Cross-Claims of Defendant Fiege Ltd., by regular U.S. mail and by ECF, to the following attorneys at their ECF registered address and mailing address:

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Amanda Magri

DATED: April 8, 2008
New York, New York